



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Wastewater Main Rehabilitation Program, Project No. 5, with Michels Pipeline Construction, of Salem, Oregon (\$859,428.25)

**MEETING DATE:** December 21, 2011

**PREPARED BY:** Public Works Director

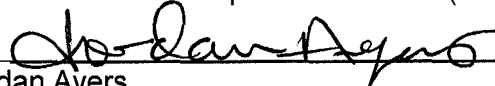
**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for Wastewater Rehabilitation Program, Project No. 5 with Michels Pipeline Construction, of Salem, Oregon, in the amount of \$859,428.25.

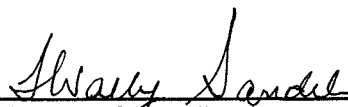
**BACKGROUND INFORMATION:** This project includes in-place (trenchless) rehabilitation of approximately 17,000 linear feet of 6-inch diameter wastewater main, the rehabilitation of approximately 61 manholes and the reconnection of 452 wastewater laterals. The project also includes upsizing approximately 1,455 linear feet of 6-inch wastewater pipe to 8-inch using pipe-bursting technology. The project area is shown on the attached map. Plans and specifications for this project were approved on October 19, 2011. The City received the following five bids for this project on November 16, 2011. The low bidder, Michels Pipeline Construction, has provided the City certification that its subcontractor, Pacific Underground Construction Inc., is qualified to perform the pipe bursting operation as specified in the project specifications.

| Bidder                         | Location         | Bid             |
|--------------------------------|------------------|-----------------|
| Engineer's Estimate            |                  | \$ 1,557,758.00 |
| Michels Pipeline Construction  | Salem, OR        | \$ 859,428.25   |
| RePipe                         | Ontario, CA      | \$ 924,435.75   |
| SAK Construction of California | O'Fallon, MO     | \$ 931,104.00   |
| Southwest Pipeline & Trenches  | Gardena, CA      | \$ 1,122,375.85 |
| Insituform Technologies        | Chesterfield, MO | \$ 1,489,142.20 |

**FISCAL IMPACT:** Completion of this project will reduce future maintenance costs and increase the performance and reliability of the wastewater system.

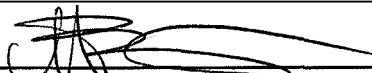
**FUNDING AVAILABLE:** Wastewater Main Replacement Fund (171680): \$1,118,000

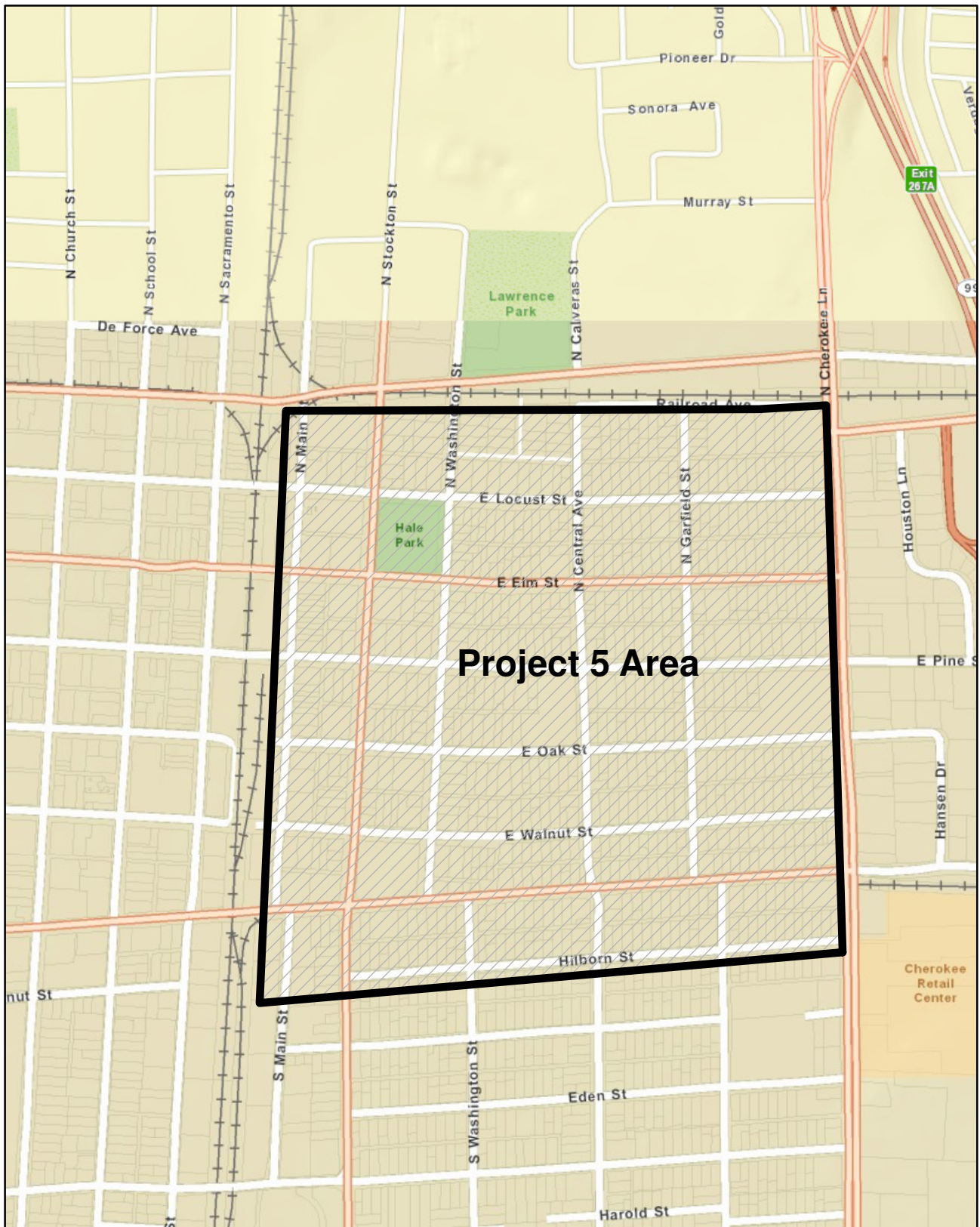
  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
Attachment  
cc: Deputy Public Works Director - Utilities  
Senior Civil Engineer  
Michels Pipeline

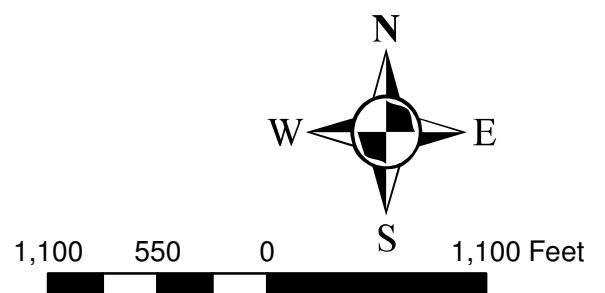
APPROVED:

  
Konradt Bartlam, City Manager



**Wastewater Main Rehabilitation Project  
Project No. 5, Project Area**

**City of Lodi**



**WASTEWATER MAIN REHABILITATION PROGRAM  
PROJECT NO. 5**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and MICHELS PIPELINE CONSTRUCTION, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

|                        |                                     |
|------------------------|-------------------------------------|
| Notice Inviting Bids   | The July 1992 Edition,              |
| Information to Bidders | Standard Specifications,            |
| General Provisions     | State of California,                |
| Special Provisions     | Business and Transportation Agency, |
| Bid Proposal           | Department of Transportation        |
| Contract               |                                     |
| Contract Bonds         |                                     |
| Plans                  |                                     |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete trenchless rehabilitation of approximately 17,000 linear feet of existing 6-inch diameter wastewater main; internally reinstating approximately 468 wastewater laterals and the rehabilitation of 61 wastewater manholes and other incidental and related work, all as shown on the plans and specifications for the Wastewater Main Rehabilitation Program Project No. 5.

CONTRACT ITEMS

| ITEM NO. | DESCRIPTION  | UNIT | EST'D. QTY | UNIT PRICE   | TOTAL PRICE  |
|----------|--|------|------------|--------------|--------------|
| 1.       | Mobilization   | LS   | 1          | \$ 48,000.00 | \$48,000.00  |
| 2.       | Construction Photography   | LS   | 1          | \$ 1,750.00  | \$ 1,750.00  |
| 3.       | Traffic Control  | LS   | 1          | \$ 12,080.00 | \$12,080.00  |
| 4.       | Construction Notification  | LS   | 1          | \$ 1,669.00  | \$ 1,669.00  |
| 5.       | Storm Water Pollution Control                                      | LS   | 1          | \$ 555.00    | \$ 555.00    |
| 6.       | Clean and CCTV Existing Wastewater Pipe                            | LF   | 17,027     | \$ 2.75      | \$46,824.25  |
| 7.       | Rehabilitate 6-Inch Wastewater Pipe                                | LF   | 17,027     | \$ 25.00     | \$425,675.00 |
| 8.       | Repair 16-Inch Wastewater Pipe                                     | LF   | 20         | \$ 599.00    | \$11,980.00  |
| 9.       | Upsize Wastewater Pipe (6-Inch to 8-Inch)<br>Method: Pipe Bursting | LF   | 1,455      | \$ 85.00     | \$123,675.00 |

| ITEM<br>NO | DESCRIPTION                         | UNIT | EST'D.<br>QTY | UNIT PRICE  | TOTAL PRICE  |
|------------|-------------------------------------|------|---------------|-------------|--------------|
| 10.        | Internal Lateral Reinstatement      | EA   | 414           | \$ 146.00   | \$60,444.00  |
| 11.        | Lateral Reinstatement (Open<br>Cut) | EA   | 38            | \$ 445.00   | \$16,910.00  |
| 12.        | Point Repair – Open Cut Method      | EA   | 10            | \$ 3,325.00 | \$33,250.00  |
| 13.        | Manhole Rehabilitation              | EA   | 61            | \$ 1,256.00 | \$76,616.00  |
| TOTAL      |                                     |      |               |             | \$859,428.25 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of 'Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **150 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_


Title

Attest:

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

RESOLUTION NO. 2011-189

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR WASTEWATER MAIN  
REHABILITATION PROGRAM, PROJECT NO. 5

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 16, 2011, at 11:00 a.m., for the Wastewater Main Rehabilitation Program, Project No. 5, described in the plans and specifications therefore approved by the City Council on October 19, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| <b>Bidder</b>                  | <b>Bid</b>      |
|--------------------------------|-----------------|
| Michels Pipeline Construction  | \$ 859,428.25   |
| RePipe                         | \$ 924,435.75   |
| SAK Construction of California | \$ 931,104.00   |
| Southwest Pipeline & Trenches  | \$ 1,122,375.85 |
| Insituform Technologies        | \$ 1,489,142.20 |

WHEREAS, staff recommends awarding the contract for Wastewater Main Rehabilitation Program, Project No. 5, to the low bidder, Michels Pipeline Construction, of Salem, Oregon, in the amount of \$859,428.25.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Wastewater Main Rehabilitation Program, Project No. 5, to the low bidder, Michels Pipeline Construction, of Salem, Oregon, in the amount of \$859,428.25; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: December 21, 2011

=====

I hereby certify that Resolution No. 2011-189 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 21, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

CITY COUNCIL

JOANNE L. MOUNCE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
PHIL KATZAKIAN

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

December 14, 2011

Michels Pipeline Construction  
1715 16<sup>th</sup> Street SE  
Salem, OR 97302

SUBJECT: Adopt Resolution Authorizing City Manager to Execute Contract for  
Wastewater Main Rehabilitation Program, Project No. 5, with  
Michels Pipeline Construction, of Salem, Oregon (\$859,428.25)

Enclosed is a copy of background information on an item on the City Council agenda of  
Wednesday, December 21, 2011. The meeting will be held at 7 p.m. in the  
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a  
Council Member requests discussion. The public is given an opportunity to address  
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,  
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the  
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's  
card (available at the Carnegie Forum immediately prior to the start of the meeting) and  
give it to the City Clerk. If you have any questions about communicating with the  
Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang,  
Senior Civil Engineer, at (209) 333-6800, extension 2665.



for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk